

C-1

SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT

PROPOSAL

PROPOSAL

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY, TENNESSEE.

1. Name of Bidder: White Contracting, Inc.
Business Address: 9408 Macon Rd. Cordova, TN 38016
Federal I.D. Number: 62-1222058
Phone Number: 901-755-3700

PROJECT NAME: CONGESTION MANAGEMENT PROGRAM PROJECT SET #3

2. Plans and Specifications:
The plans and specifications for the proposed improvements are those prepared by or under the supervision of the SHELBY COUNTY ENGINEER, and approved by the SHELBY COUNTY DIRECTOR OF PUBLIC WORKS September 23, 2008, which plans are designated as: CONGESTION MANAGEMENT PROGRAM PROJECT SET #3. Please see General Conditions Section 4.01 for additional information.
3. Interested Parties:
In submitting this proposal, the undersigned Contractor or bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any person, firm or corporation.
4. Bidder Familiar with the Plans, Specifications and the Site:
The undersigned further declares that the proposal, plans and specifications, general requirements and conditions, form of contract and contract bond, and special provisions have been carefully examined and the site of the proposed work has been inspected in detail. The undersigned further declares to be familiar with all the local conditions affecting the contract and the detailed requirements of construction, and understands that, in making this proposal, all rights to plead any misunderstanding regarding the same are waived. The Bidder declares that the wording herein, which may contain changes from similar documents from previous projects of Shelby County Government, has been reviewed. The Bidder further declares that the instructions regarding the Shelby County Equal Opportunity Compliance, which is bound with this proposal, have been examined, and agrees that these documents are an integral part of this bid.
5. Bidder to Furnish:
The undersigned further understands and agrees to furnish and provide all necessary materials, equipment, labor and incidentals required to produce and install the items as listed in this proposal upon acceptance of the proposal by Shelby County Government, except such materials as are to be furnished by the County, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
6. Quantities and Payment:
The undersigned understands that the quantities provided herein by the County are approximate only and that they are subject to increase or decrease; that the undersigned shall take in full payment therefore the amount of the total bid as shown on the bid form, after accounting for any and all bid alternates made and accepted by the County.
7. Unit Prices:
The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the values of extras and deductions; that if there is any discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. Alteration of Work:

The undersigned further agrees that if the County decides to extend or shorten the improvement, or otherwise alter the work by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25%) percent of the total money value of the original contract price or contract price corrected as provided in the general conditions, the undersigned shall perform the work as altered, increased or decreased at the contract unit prices.

9. Extra Work or Changes:

The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that the undersigned accepts as full compensation for the extra work, payment as provided for in the general conditions.

10. Time of Execution of Contract:

The undersigned further agrees to execute a contract for the contract work and present same to the County within fourteen (14) days after the date of notice of award of the contract.

11. Contract Bond:

The undersigned further agrees that within fourteen (14) days after the date of notice of the award of the contract, the undersigned, along with an appropriate surety shall execute a contract bond satisfactory to and in the form prescribed by the County in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

12. Prosecution of Work:

The undersigned further agrees to begin work on the project not later than ten (10) days after the execution and approval of the contract and contract bond and on receipt of a notice to commence work, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure completion of the work within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 425 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the general conditions. In case of failure to complete the work within the time described herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the County shall withhold, from such sums as may be due under the items of his contract, the costs as set forth in Section 8 of the General Conditions, which costs shall be considered and treated not as a penalty but as damages due the County from the undersigned by reason of inconvenience to the public, added cost of engineering, supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

13. Erosion Control:

The undersigned further agrees to provide necessary erosion control, such as seeding for gentle slopes and grass sod for sharper slopes, with special grading and terracing as specified by the Engineer. All freshly excavated and embanked areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the Engineer to prevent erosion. In the event it is determined that necessary erosion control is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory erosion control within fifteen (15) days after the notice, then the Engineer shall make the necessary improvement to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County shall be paid in full by the undersigned. Erosion control shall be paid according to the unit prices bid for erosion control devices on the proposal sheet and no additional compensation shall be afforded.

14. Clean-Up of Construction Site:

The undersigned further agrees to provide necessary clean-up of construction areas, such as collection of debris, construction materials, dirt piles, etc., and any other unsightly and unnecessary items. In the event the Engineer determines that necessary clean up is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory clean-up of the area within fifteen (15) days after the notice, then the Engineer shall take the necessary steps to eliminate the problem including, but not limited to, performing the work with County forces, or contracting

with outside forces at the Engineer's option, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County in said clean-up operation shall be paid in full by the undersigned.

15. Forfeiture of Bid Bond:

The undersigned further agrees that in the event of failure to execute the contract and present a contract bond to the County within fourteen (14) days as per Paragraph #10 above, the Contractor's bid bond shall be forfeited as damages for project delay and the notice of award shall be automatically cancelled. The contract shall then be awarded to the next lowest responsive bidder.

16. Bid Bond:

Accompanying this proposal shall be a bank cashier's check, certified check, letter of credit issued by any national bank or a duly assigned certificate of deposit, bank draft or approved bid bond, complying with the requirements of the general conditions and/or as shown on the Notice to Contractors, made payable to THE COUNTY OF SHELBY. The amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be no less than five percent (5%) of the total bid. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be considered as payment of damages due to delay and other causes suffered by the County because of failure to execute the contract and contract bond. Otherwise, said check, draft, or letter of credit, issued by any national bank or certificate of deposit therein, duly assigned or approved bid bond shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, LETTER OF CREDIT
ISSUED BY ANY NATIONAL BANK OR CERTIFICATE OF DEPOSIT THEREIN,
DULY ASSIGNED APPROVED BID BOND OR CERTIFIED CHECK HERE. THE
UNDERSIGNED SHALL PROVIDE BELOW THE FOLLOWING INFORMATION

TOTAL AMOUNT OF BID BOND \$ 57,000.00

In the event that one check, draft or approved bid bond or other indemnity as set out above is intended to cover two or more proposals, the amount must be equal to the sum of proposal guarantees required for the projects covered. If this check, draft or approved bid bond, or other indemnity as set out above is placed in another proposal, the undersigned shall provide below, the name of said proposal.

LOCATION OF BID BOND N/A

17. Schedule of Prices:

The undersigned shall complete and submit the provided schedule of prices covering the work performed under this contract. Unit prices shall be bid for each of the items in the schedule and extensions showing the total contract price shall be provided. Failure to provide said unit prices in their entirety or to provide extensions, including the total contract price, may result in rejection of this proposal as informal or irregular.

18. Joint Ventures:

Each Contractor or contracting firm who is a member of a joint venture shall be prequalified with the Tennessee Department of Transportation and each shall sign the bid proposal holding each, both jointly and severally liable to the total project. In a joint venture, each member's prequalification limits shall be equal to or greater than the prequalified classifications' proportionate share of the total cost of the project. A joint venture shall allow the members to combine their prequalification limits in order to undertake a larger project than each would normally be able to perform with their individual prequalification. The classification of each member in the joint venture shall be a necessary and integral part of the total project. Upon award, each member in the joint venture shall provide evidence of their current license number, classification, and limits.

19. Acceptance or Rejection of Bid(s):

The Shelby County Government reserves the right to reject any and all bids. The Shelby County Government also reserves the right to select the lowest responsible bidder for any one project to the rejection of all other bidders or award any or all projects to the lowest responsive bidder or bidders.

IF AN INDIVIDUAL:

SIGNATURE OF BIDDER: _____

BUSINESS ADDRESS: _____

IF A CO-PARTNERSHIP:

FIRM NAME: _____

BY: _____

BUSINESS ADDRESS: _____

NAME AND ADDRESS
OF ALL MEMBERS OF
FIRM

IF A CORPORATION:

CORPORATE NAME White Contracting, Inc.

SIGNED BY: Charles W. White
~~President~~ Secretary

BUSINESS ADDRESS: 9408 Macan Rd.

Cordova, TN 38016

(Corporate Seal)

NAME OF OFFICERS Melody A. White
President

Charles W. White
Secretary

Treasurer

ATTEST: Charles W. White Secretary

WHITE CONTRACTING, INC.

9408 Macon Road • Cordova, Tennessee 38016-6548 • 901/755-3700

PROPOSAL RESPONSE SHEET

Congestion Management Program Project Set #3, RFP #09-004-73

Name of Firm: White Contracting, Inc.
Firms Website: None

Mailing Address:
9408 Macon Road
Cordova, TN. 38016
Phone: 901-755-3700
Fax: 901-755-6620

Remit Address:
Same

Authorized Representative: Thomas C. Sander

Print: Thomas C. Sander

Signature:

Email Address: sandwci@bellsouth.net

The Signature above certifies that:

- i. The Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm
- ii. All declarations in the proposal and attachments are true to the best of reasonable knowledge
- iii. All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition
- iv. The offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County, and
- v. All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

EOC # EOC-C-0309-13457

White Contracting, Inc. does not qualify as an MBE or WBE.

White Contracting, Inc. does not qualify as a LOSB

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SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT

QUANTITY

CONGESTION MANAGEMENT PROGRAM (PROJECT SET #3)					WHITE CONTRACTING	
ITEM	ITEM NO	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	AMOUNT
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$15,000.00	\$15,000.00
2	201-01	CLEARING AND GRUBBING	LS	1	\$18,500.00	\$18,500.00
3	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	660	\$2.20	\$1,452.00
4	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	250	\$3.50	\$875.00
5	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	3350	\$14.50	\$48,575.00
6	203-06	WATER	M.G.	16	\$18.00	\$288.00
7	204-07	BEDDING MATERIAL (PIPE) CLASS B	C.Y.	73	\$27.30	\$1,992.90
8	209-01.10	EROSION AND SILTATION CONTROL	LS	1	\$4,300.00	\$4,300.00
9	209-03	CHECK DAMS	S.F.	200	\$18.75	\$3,750.00
10	209-05	SEDIMENT REMOVAL	C.Y.	170	\$15.00	\$2,550.00
11	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	2100	\$4.70	\$9,870.00
12	209-40.41	CATCH BASIN FILTER ASSEMBLY TYPE 1	EACH	6	\$500.00	\$3,000.00
13	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	736	\$26.20	\$19,283.20
14	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	10	\$36.50	\$365.00
15	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPM-B-HM) GRADING A	TON	135	\$222.60	\$30,051.00
16	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPM-B-HM) GRADING B-M2	TON	88	\$238.50	\$20,988.00
17	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	3	\$1,484.00	\$4,452.00
18	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9	\$116.60	\$1,049.40
19	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2	\$2,120.00	\$4,240.00
20	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	2225	\$5.50	\$12,237.50
21	411-01.07	ASPHALT CEMENT (ACS) GRADING E (SHOULDER)	TON	40	\$265.00	\$10,600.00
22	411-01.10	ASPHALT CEMENT (PG64-22) (ACS) GRADING D	TON	179	\$227.90	\$40,794.10
23	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	1950	\$8.10	\$15,795.00
24	604-08.10	RETAINING WALL (MODULAR BLOCK WALL)	LS	1	\$12,100.00	\$12,100.00
25	607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	170	\$33.20	\$5,644.00
26	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	159	\$49.05	\$7,798.95
27	611-01.01	MANHOLES, 0-4' DEPTH	EACH	2	\$2,200.00	\$4,400.00
28	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	2.5	\$600.00	\$1,500.00
29	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LBS	275	\$0.75	\$206.25
30	611-38.01	CATCH BASINS, TYPE 38, 0-4' DEPTH	EACH	2	\$2,680.00	\$5,360.00
31	702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	10	\$353.00	\$3,530.00
32	705-02.02	SINGLE GUARDRAIL (TYPE 2)	L.F.	640	\$23.30	\$14,912.00
33	705-04.02	GUARDRAIL TERMINAL (TYPE 12)	EACH	3	\$2,300.00	\$6,900.00
34	709-05.07	MACHINED RIP-RAP (CLASS A-2)	TON	150	\$55.00	\$8,250.00
35	712-01	TRAFFIC CONTROL	LS	1	\$1,605.00	\$1,605.00
36	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	79	\$37.50	\$2,962.50
37	712-05.01	WARNING LIGHTS (TYPE A)	EACH	7	\$45.00	\$315.00
38	712-05.03	WARNING LIGHTS (TYPE C)	EACH	45	\$48.20	\$2,169.00
39	712-06	SIGNS (CONSTRUCTION)	S.F.	700	\$9.20	\$6,440.00
40	712-07.03	TEMPORARY BARRICADES (TYPE III)	LF	140	\$14.20	\$1,988.00
41	713-11.01	U-SECTION STEEL POSTS	LBS	312	\$3.35	\$1,045.20
42	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	SF	67	\$11.25	\$753.75
43	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$890.00	\$890.00
44	713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	EACH	3	\$134.00	\$402.00
45	713-15.07	SUSPENDED FLAT SHEET ALUMINUM SIGN (0.080" THICK)	EACH	8	\$590.00	\$4,720.00
46	716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	L.M.	1.4	\$6,955.00	\$9,737.00
47	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	475	\$21.40	\$10,165.00
48	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	180	\$12.90	\$2,322.00
49	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	11	\$177.00	\$1,947.00
50	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.2	\$10,600.00	\$2,120.00
51	716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	5660	\$0.70	\$3,962.00

CONGESTION MANAGEMENT PROGRAM (PROJECT SET #3)					WHITE CONTRACTING	
ITEM	ITEM NO	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	AMOUNT
52	716-08.04	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	90	\$21.40	\$1,926.00
53	716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	140	\$8.60	\$1,204.00
54	717-01	MOBILIZATION	LS	1	\$15,800.00	\$15,800.00
55	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	14	\$794.20	\$11,118.80
56	730-02.10	SIGNAL HEAD ASSEMBLY (130 A2 WITH BACKPLATE)	EACH	4	\$735.10	\$2,940.40
57	730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	2	\$1,586.82	\$3,173.64
58	730-02.18	SIGNAL HEAD ASSEMBLY (150 A2V)	EACH	2	\$1,112.75	\$2,225.50
59	730-03.21	INSTALL PULL BOX (TYPE B)	EACH	13	\$328.60	\$4,271.80
60	730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	1	\$2,470.00	\$2,470.00
61	730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	2	\$344.50	\$689.00
62	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	3650	\$1.65	\$6,022.50
63	730-09.01	SPAN WIRE ASSEMBLY	L.F.	1000	\$4.55	\$4,550.00
64	730-10.01	TETHER WIRE ASSEMBLY - 1/4" DIAMETER	L.F.	1000	\$3.02	\$3,020.00
65	730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	5	\$1,870.90	\$9,354.50
66	730-12.01	CONDUIT 1" DIAMETER (PVC)	L.F.	850	\$9.50	\$8,075.00
67	730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	15	\$43.80	\$654.00
68	730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	30	\$19.05	\$571.50
69	730-12.12	CONDUIT 1" DIAMETER (JACK AND BORE)	L.F.	250	\$11.70	\$2,925.00
70	730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	1	\$26,712.00	\$26,712.00
71	730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	\$10,653.00	\$10,653.00
72	730-14.01	SHIELDED DETECTOR CABLE	L.F.	5230	\$1.12	\$5,857.60
73	730-14.02	SAW SLOT	L.F.	950	\$3.75	\$3,562.50
74	730-14.03	LOOP WIRE	L.F.	1810	\$3.40	\$6,154.00
75	730-16.12	CONTROLLER (8 - PHASE WITH TYPE IV CABINET)	EACH	2	\$14,730.00	\$29,460.00
76	730-21.02	WOOD POLE (SIGNAL SUPPORT) CLASS 3, 40' LENGTH	EACH	11	\$1,251.00	\$13,761.00
77	730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	20	\$715.50	\$14,310.00
78	730-23.01	STEEL STRAIN POLE (DESCRIPTION)	EACH	3	\$7,261.00	\$21,783.00
79	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	200	\$5.00	\$1,000.00
80	801-01	SEEDING (WITH MULCH)	UNIT	35	\$72.00	\$2,520.00
81	801-03	WATER (SEEDING & SODDING)	M.G.	3	\$200.00	\$600.00
82	803-01	SODDING (NEW SOD)	S.Y.	1050	\$5.25	\$5,512.50
TOTAL BASE BID						\$616,829.99
Bid Alternate 1						
83	730-13.02	VEHICLE DETECTOR (VIDEO - REPLACES ITEMS 730-14.01, 730-14.02, 730-14.03, 730-12.01, 730-12.12, 730-11.01, and 730-03.21 AT CANADA ROAD AND I-40)	EACH	1	\$42,320.50	\$42,320.50
TOTAL ALTERNATE 1 BID						\$42,320.50

Bid Alternate 1 is recommended for this project. The following items and quantities were removed from the estimate as described in Item 83. The new total bid includes this adjustment and the cost for Bid Alternate 1.

59	730-03.21	INSTALL PULL BOX (TYPE B)	EACH	13	\$328.60	\$4,271.80
65	730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	4	\$1,870.90	\$7,483.60
66	730-12.01	CONDUIT 1" DIAMETER (PVC)	L.F.	850	\$9.50	\$8,075.00
69	730-12.12	CONDUIT 1" DIAMETER (JACK AND BORE)	L.F.	250	\$11.70	\$2,925.00
72	730-14.01	SHIELDED DETECTOR CABLE	L.F.	5230	\$1.12	\$5,857.60
73	730-14.02	SAW SLOT	L.F.	950	\$3.75	\$3,562.50
74	730-14.03	LOOP WIRE	L.F.	1810	\$3.40	\$6,154.00
SUBTOTAL FOR ITEMS REMOVED						(38,329.50)
BID ALTERNATE 1 ADDED						\$42,320.50
NEW TOTAL BID						\$620,820.99

CONGESTION MANAGEMENT PROGRAM (PROJECT SET #3)						
ITEM	ITEM NO	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	AMOUNT
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	15,000 10,000	15,000 10,000
2	201-01	CLEARING AND GRUBBING	LS	1	18,500	18,500
3	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	660	2.20	1452.00
4	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	250	3.50	875.00
5	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	3350	14.50	48,575.00
6	203-06	WATER	M.G.	16	18.00	288.00
7	204-07	BEDDING MATERIAL (PIPE) CLASS B	C.Y.	73	27.30	1992.90
8	209-01.10	EROSION AND SILTATION CONTROL	LS	1	4300.00	4300.00
9	209-03	CHECK DAMS	S.F.	200	18.75	3750.00
10	209-05	SEDIMENT REMOVAL	C.Y.	170	15.00	2550.00
11	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	2100	4.70	9870.00
12	209-40.41	CATCH BASIN FILTER ASSEMBLY TYPE 1	EACH	6	500.00	3000.00
13	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	736	26.30	19,283.20
14	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	10	36.50	365.00
15	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	135	222.40	30,051.00
16	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	88	238.50	20,988.00
17	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	3	1,484.00	4,452.00
18	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9	116.60	1,049.40
19	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2	2,120.00	4,240.00
20	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	2225	5.50	12,237.50
21	411-01.07	ASPHALT CEMENT (ACS) GRADING E (SHOULDER)	TON	40	265.00	10,600.00
22	411-01.10	ASPHALT CEMENT (PG64-22) (ACS) GRADING D	TON	179	227.90	40,794.10
23	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	1950	8.10	15,795.00
24	604-08.10	RETAINING WALL (MODULAR BLOCK WALL)	LS	1	12,100.00	12,100.00
25	607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	170	33.20	5644.00
26	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	159	49.05	7,798.95
27	611-01.01	MANHOLES, 0-4' DEPTH	EACH	2	2200.00	4,400.00
28	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	2.5	600.00	1500.00
29	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LBS	275	.75	206.25
30	611-38.01	CATCH BASINS, TYPE 38, 0-4' DEPTH	EACH	2	2680.00	5360.00
31	702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	10	353.00	3530.00
32	705-02.02	SINGLE GUARDRAIL (TYPE 2)	L.F.	640	23.30	14,912.00
33	705-04.02	GUARDRAIL TERMINAL (TYPE 12)	EACH	3	2300.00	6,900.00
34	709-05.07	MACHINED RIP-RAP (CLASS A-2)	TON	150	55.00	8250.00
35	712-01	TRAFFIC CONTROL	LS	1	1605.00	1605.00
36	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	79	37.50	2962.50
37	712-05.01	WARNING LIGHTS (TYPE A)	EACH	7	45.00	315.00
38	712-05.03	WARNING LIGHTS (TYPE C)	EACH	45	48.20	2169.00
39	712-06	SIGNS (CONSTRUCTION)	S.F.	700	9.20	6440.00
40	712-07.03	TEMPORARY BARRICADES (TYPE III)	LF	140	14.20	1988.00
41	713-11.01	U-SECTION STEEL POSTS	LBS	312	3.35	1045.20
42	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	SF	67	11.25	753.75
43	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	890.00	890.00

44	713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	EACH	3	134.00	402.00
45	713-15.07	SUSPENDED FLAT SHEET ALUMINUM SIGN (0.080" THICK)	EACH	8	590.00	4720.00
46	716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	L.M.	1.4	6955.00	9737.00
47	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	475	21.40	10,165.00
48	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	180	12.90	2322.00
49	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	11	177.00	1947.00
50	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.2	10,600.00	2120.00
51	716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	5650	.10	3962.00
52	716-08.04	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	90	21.40	1926.00
53	716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	140	8.60	1204.00
54	717-01	MOBILIZATION	LS	1	15,600.00	15,600.00
55	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	14	794.20	11,118.80
56	730-02.10	SIGNAL HEAD ASSEMBLY (130 A2 WITH BACKPLATE)	EACH	4	735.10	2940.40
57	730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	2	1586.82	3,173.64
58	730-02.18	SIGNAL HEAD ASSEMBLY (150 A2V)	EACH	2	1,112.75	2,225.50
59	730-03.21	INSTALL PULL BOX (TYPE B)	EACH	13	328.60	4,271.80
60	730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	1	2,470.00	2,470.00
61	730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	2	344.50	689.00
62	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	3650	1.65	6,022.50
63	730-09.01	SPAN WIRE ASSEMBLY	L.F.	1000	4.55	4,550.00
64	730-10.01	TETHER WIRE ASSEMBLY - 1/4" DIAMETER	L.F.	1000	3.02	3,020.00
65	730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	5	1870.90	9,354.50
66	730-12.01	CONDUIT 1" DIAMETER (PVC)	L.F.	850	9.50	8,075.00
67	730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	15	43.60	654.00
68	730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	30	19.05	571.50
69	730-12.12	CONDUIT 1" DIAMETER (JACK AND BORE)	L.F.	250	11.70	2,925.00
70	730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	1	26,712.00	26,712.00
71	730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	10,653.00	10,653.00
72	730-14.01	SHIELDED DETECTOR CABLE	L.F.	5230	1.12	5,857.60
73	730-14.02	SAW SLOT	L.F.	850	3.75	3,162.50
74	730-14.03	LOOP WIRE	L.F.	1810	3.40	6,154.00
75	730-16.12	CONTROLLER (8 - PHASE WITH TYPE IV CABINET)	EACH	2	14,730.00	29,460.00
76	730-21.02	WOOD POLE (SIGNAL SUPPORT) CLASS 3, 40' LENGTH	EACH	11	1251.00	13,761.00
77	730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	20	715.50	14,310.00
78	730-23.01	STEEL STRAIN POLE (DESCRIPTION)	EACH	3	7261.00	21,783.00
79	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	200	5.00	1,000.00
80	801-01	SEEDING (WITH MULCH)	UNIT	35	72.00	2520.00
81	801-03	WATER (SEEDING & SODDING)	M.G.	3	200.00	600.00
82	803-01	SODDING (NEW SOD)	S.Y.	1050	5.25	5512.50
TOTAL BASE BID						67,829.99
Bid Alternate 1						616,829.99
83	730-13.02	VEHICLE DETECTOR (VIDEO - REPLACES ITEMS 730-14.01, 730-14.02, 730-14.03, 730-12.01, and 730-03.21 AT CANADA ROAD AND I-40)	EACH	1	42,320.50	42,320.50
TOTAL ALTERNATE 1 BID						

BID FORM FOOTNOTES:

- ITEM NUMBERS REFERENCE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS

- ① INCLUDES 25 C.Y. FOR ONE TEMPORARY CONSTRUCTION ENTRANCE AT EACH SITE (50 C.Y. TOTAL).
- ② TO BE USED AS DIRECTED BY THE ENGINEER.
- ③ SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT.
- ④ TO BE USED FOR TEMPORARY ROCK SILT SCREENS.
- ⑤ TO BE USED FOR TEMPORARY CONSTRUCTION ENTRANCES.
- ⑥ TO BE USED FOR TEMPORARY TRAFFIC CONTROL.
- ⑦ THE CONTRACTOR SHALL FURNISH AND CONNECT 2-C POWER SERVICES CABLE FROM THE MLG&W ELECTRICAL SECONDARY SERVICE DROP TO THE CONTROLLER CABINET PANEL TERMINAL. THE COST TO PROVIDE CONNECTION TO THE SERVICE DROP WILL BE HANDLED BY THE COUNTY.
- ⑧ TO BE ITERIS VANTAGE SYSTEM OR APPROVED EQUIVALENT. INCLUDES DETECTION CAMERAS, PROCESSOR UNIT, CARD RACK, POWER SUPPLY UNIT, MONITOR, MOUSE, AND ALL OTHER CABLING, CONNECTIONS, AND HARDWARE TO COMPLETE THE INSTALLATION OF A FULLY FUNCTIONAL VIDEO DETECTION SYSTEM.
- ⑨ TO BE 3M OPTICOM SYSTEM OR APPROVED EQUIVALENT. INCLUDES OPTICAL DETECTORS, CONFIRMATION LAMPS (PAR 90), POLE-MOUNTED BEACONS, FOUR-CHANNEL PHASE SELECTOR, CARD RACK (OPTICOM 780) AND ALL OTHER CABLING, CONNECTIONS, AND HARDWARE TO COMPLETE THE INSTALLATION OF A FULLY-FUNCTIONAL PREEMPTION SYSTEM, INCLUDING FIELD FINE-TUNING.
- ⑩ THE TRAFFIC SIGNAL CONTROLLER SHALL BE AN EAGLE EPAC M52 KEYBOARD UNIT WITH BUILT IN PORT 3 FIBER MODEM (SINGLE MODE), AND BUILT IN STRETCH AND DELAY FEATURES FOR EACH PHASE. THE TRAFFIC CONTROLLER INSTALLATION ALONG WITH ALL AUXILIARY EQUIPMENT TO BE INSTALLED IN THE CABINET SHALL BE MANUFACTURED, SUPPLIED, AND INSTALLED IN ACCORDANCE WITH THE LATEST CITY OF MEMPHIS TRAFFIC SIGNAL CONTROLLER AND CABINET SPECIFICATIONS. THE INSTALLATION SHALL HAVE A 12-CHANNEL SIGNAL MONITOR UNIT INSTALLED AS MODEL EDI SSM 12LE-P.
- ⑪ INCLUDES CONCRETE FOUNDATION.
- ⑫ VIDEO VEHICLE DETECTION SYSTEM TO BE ITERIS OR APPROVED EQUAL. THE SYSTEM SHALL PROVIDE SIX DETECTION ZONES AS IDENTIFIED BY THE INDUCTION LOOPS SHOWN IN THE TRAFFIC SIGNAL LAYOUT PLAN.

NOTE: AWARD OF THIS PROJECT IS SUBJECT TO THE APPROVAL OF THE COUNTY COMMISSION

SELECTION OF LOW BIDDER FOR CONTRACT AWARD WILL BE BASED ON THE BID FOR THE TOTAL BASE BID ONLY

THE DECISION TO AWARD THE BID ALTERNATE TO THE LOW BIDDERS OF THE BASIC CONTRACT WILL BE BASED ON THE AVAILABILITY OF FUNDS AND EVALUATION OF THE BID ALTERNATE PRICE.

ALL BID ITEMS BEGINNING WITH 730 ARE CONSIDERED TO BE SPECIALITY ITEMS AS DEFINED IN SPECIAL PROVISION 1320, PART 635 CONSTRUCTION AND MAINTENANCE.

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2009, by and between THE COUNTY OF SHELBY, TENNESSEE, known as party of the first part, and _____ his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH:

That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the parties of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said parties of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Provisions, Specifications, Proposal, Contract Documents and Contract Bond hereto attached, and the Plans for CONGESTION MANAGEMENT PROGRAM PROJECT SET #3 are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

APPROVED BY:



County Engineer

SHELBY COUNTY GOVERNMENT:

Parties of the First Part

BY: _____

Mayor of Shelby County

APPROVED AS TO FORM:

Director of Public Works

County Attorney

PARTY OF THE SECOND PART: 

BY: _____

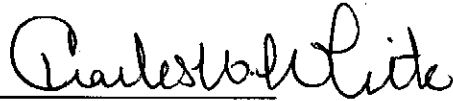
White Contracting, Inc.

9408 Macon Rd.

Cordova, TN

Address

ATTEST: _____



62-1222058

Federal I.D. Number

C-4

**SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

CONTRACT BOND

CONTRACT BOND (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That we, White Contracting, Inc.
 a corporation organized under the laws of the State of Tennessee and licensed to do business in the
 State of Tennessee, as Principal, and Travelers Casualty and Surety Company of America
 laws of the State of Connecticut with authority to do business in the State of Tennessee, as Surety,
 are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of
Six Hundred Fifty Nine Thousand One Hundred Fifty and 49/100 DOLLARS (\$659,150.49),
 lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the
 payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has
 entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work
 designated as CONGESTION MANAGEMENT PROGRAM PROJECT SET #3, which contract is hereby
 referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and
 agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished
 to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect
 damages to any person, firm, company or corporation suffered or sustained on account of the performance of such
 work during the time thereof and until such work is completed and accepted; and has further agreed that this bond
 shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the
 Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished
 and that suit may be maintained on such bond by any such person, firm company or corporation, for the recovery of
 any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE
 REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the
 terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus,
 fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete
 the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect,
 that may be suffered or sustained on account of such work during the time of the performance thereof and until the
 said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its
 officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply
 with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to
 remain in full force and effect.

Approved this _____ day of _____,
 A.D., 2009.

IN WITNESS WHEREOF, We have
 duly executed the foregoing
 obligation this _____ day
 of _____ AD, 2009.
 FOR SHELBY COUNTY GOVERNMENT:

White Contracting, Inc.

Corporate
 Name: Melody A. White
 President

Attest: Charles B. White
 Secretary

SURETY Travelers Casualty and Surety Company of America
 (Seal)

BY: L. M. Bryant (Seal)
 Attorney in Fact
 L. M. Bryant, Attorney-in-Fact

BY: _____ (Seal)
 Attorney in Fact

 Mayor of Shelby County, TN

 Director of Public Works

APPROVED AS TO FORM:

 County Attorney

State of Tennessee

County of Shelby

I, Teresa M. Sheppard, a Notary Public in and for said County, in the State aforesaid, do hereby certify that L. M. Bryant who is to me personally known to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Travelers C & S Company of America, appeared before me this day in person and acknowledged that he signed the name of L. M. Bryant thereto, as his Principal and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial Seal the 7th day of Aug A.D. 2009.

Teresa M. Sheppard

Notary Public



RIDER

To be attached to and form a part of Bond No. 105254317 issued by **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** on behalf of **WHITE CONTRACTING, INC.** as Principal, and in favor of **THE COUNTY OF SHELBY, TENNESSEE**, as Obligee, in the penal sum of **SIX HUNDRED FIFTY NINE THOUSAND ONE HUNDRED FIFTY AND 49/100 DOLLARS (\$659,150.49)** for the project known as **CONGESTION MANAGEMENT PROGRAM PROJECT SET #3**.

In consideration of premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

THE BOND AMOUNT IS CHANGED TO \$620,820.99

Provided, however, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

Signed, sealed and dated this _____ day of August, 2009

WHITE CONTRACTING, INC.

BY _____

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

BY _____

L. M. BRYANT, ATTORNEY-IN-FACT

THE COUNTY OF SHELBY, TENNESSEE

BY _____

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 215368

Certificate No. 002980646

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

L. M. Bryant, Teresa M. Sheppard, and W. Joseph Lammel

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of May, 2009

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 4th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20__

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **White Contracting, Inc.**

**9408 Macon Rd.
Cordova, TN 38018**

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014**

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto **County of Shelby
160 North Main St.
Memphis, TN 38103**

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of Amount Bid**
Dollars (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

Construction of Congestion Management Program Project Set #3 - RFP #09-004-73

(Here insert full name, address and description of project)


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

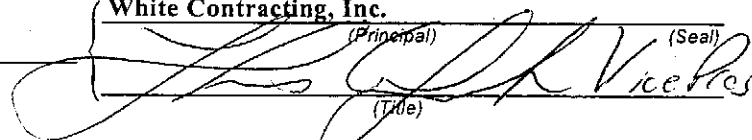
Signed and sealed this **26th**


day of **May**

2009


(Witness)


(Witness) Linda Foster

White Contracting, Inc.
(Principal)  (Seal)
(Title)

Travelers Casualty and Surety Company of America
(Surety)  (Seal)
Teresa M. Sheppard (Title) Attorney-in-Fact

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 215368

Certificate No. 002644230

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

L.M. Bryant, Teresa M. Sheppard, and W. Joseph Lammel

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of March, 2006.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 31st day of March, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2009

PRODUCER MARSH 1000 RIDGEWAY LOOP ROAD MEMPHIS, TN 38120 Attn: KENDRA GRIFFIN (901) 684-3648		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
S01934---08-09		INSURERS AFFORDING COVERAGE	
INSURED White Contracting, Inc. 9408 Macon Road Cordova, TN 38018		INSURER A: Valley Forge Insurance Co	NAIC # 20508
		INSURER B: Continental Insurance Co.	
		INSURER C: St. Paul Fire & Marine Ins Co	24767
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	C2072541164	09/30/08	09/30/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C2072541200	09/30/08	09/30/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	QK06802980	09/30/08	09/30/09	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC106295984	09/30/08	09/30/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: CONGESTION MANAGEMENT PROGRAM PROJECT SET #3

CERTIFICATE HOLDER

ATL-001912898-01

CANCELLATION

SHELBY COUNTY GOVERNMENT
 160 N. MAIN ST., SUITE 350
 MEMPHIS, TN 38103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Larry M. Bryant

Larry M. Bryant

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.